



2023-2028

AGREEMENT BETWEEN

EVANSTON TOWNSHIP HIGH SCHOOL, DISTRICT 202

AND

INTERNATIONAL UNION OF

OPERATING ENGINEERS LOCAL 399

- TABLE OF CONTENTS -

ARTICLE I:	RECOGNITION	4
ARTICLE II:	UNION SECURITY	4
ARTICLE III:	GOVERNMENT LAWS AND REGULATIONS.....	4
ARTICLE IV:	SENIORITY AND PROBATION.....	5
ARTICLE V:	GRIEVANCES.....	8
ARTICLE VI:	ABSENCES AND LEAVES.....	12
ARTICLE VII:	NON-ATTENDANCE DAYS.....	13
ARTICLE VIII:	VACATIONS.....	14
ARTICLE IX:	HOURS.....	15
ARTICLE X:	WAGES.....	16
ARTICLE XI:	OTHER CONDITIONS OF EMPLOYMENT.....	17
ARTICLE XII:	INSURANCE.....	19
ARTICLE XIII:	DURATION AND RENEWAL.....	22

Evanston Township High School District 202, does not discriminate on the basis of race, creed, color, sex, disability or national origin.

- AGREEMENT -

This Agreement is entered into this 1st day of July 2023 by and between Evanston Township High School District 202 of Illinois, hereinafter called the "School District," and the International Union of Operating Engineers Local 399, hereinafter called the "Union." The Parties agree as follows:

ARTICLE I

- RECOGNITION -

A. The School District recognizes the Union as the sole and exclusive bargaining representative for its employees in the Operating and Building Engineers departments. For the purpose of this Agreement, the term "employees" shall include all classifications listed under Article X ("WAGES") classifications of this Agreement. This representation applies both to the classification and the type of work performed by these classifications.

B. The following employees shall not be subject to the terms of this Agreement:

1. Custodians I and II, maintenance men, watchmen, groundsmen, equipment operators, and security (Safety Department) personnel.
2. All other classifications, including supervisory, employees working less than three (3) hours per day, and substitutes.

ARTICLE II

- UNION SECURITY -

The employer agrees that it will not discriminate against any employee because of his affiliation with the Union, nor will the employer in any way discourage any employee from joining the Union. The employer further agrees to inform all present employees and all new employees hired after the signing of this Agreement that Local 399, International Union of Operating Engineers, is the exclusive representative of all employees in the unit and that all matters of grievance and other conditions of employment must be handled through the regular procedure set forth in this Union Agreement.

ARTICLE III

- GOVERNMENT LAWS AND REGULATIONS -

This contract shall not supersede any existing laws or future laws of the State or Federal Government as they affect the legal operation of the school system by the School District. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any Federal or State law, the remaining portions of this Agreement shall continue in full force until the prescribed termination date.

ARTICLE IV - SENIORITY AND PROBATION -

A. SCHOOL DISTRICT SENIORITY

1. School District seniority is defined as the length of an employee's continuous employment by the School District.
2. All seniority shall be terminated:
 - a. When an employee is discharged for cause
 - b. When an employee quits
 - c. When an employee fails to report to work after a layoff when properly notified in accordance with this Agreement
 - d. When an employee is laid off for a period of more than two (2) years, except an employee who has more than two (2) years seniority when the employee is laid off or starts a period of absence, the employee will not lose his seniority until he has been laid off or absent for a period totaling his total service with the school system, subject to the provisions of Article IV
 - e. When an employee is absent for three (3) consecutive workdays without calling his supervisor
3. Absence due to injury or disease for which Worker's Compensation is payable shall not terminate seniority within time limits, as in subparagraph A.2.d. above, and who later is reemployed shall be considered in every respect as a new employee and a new seniority date shall be established on the date of reemployment.

B. PROBATIONARY PERIOD

1. All new employees shall be on a probationary or trial basis for a period of ninety (90) calendar days. Probationary employees shall be evaluated formally twice during the ninety (90) day probationary timeframe. The first evaluation will be thirty (30) days after the date of hire and the second evaluation shall be completed seventy five (75) days after the date of hire. The probationary period may be extended up to an additional three (3) months, in agreement with the union.

If the probationary period is extended, the Employee and the Union will be notified, in writing, of the extension, and the Employee will be evaluated formally at least two (2) times during the next three (3) months with at least twenty (20) work days between each formal evaluation. All probationary employees shall be notified in writing of their acceptance or rejection at the completion of their probationary period. The School District shall be the sole judge of acceptance of employees during the probationary period, and no controversy concerning tenure of these employees shall be deemed a grievance, provided, however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause.

2. The seniority of a new employee shall be established at the conclusion of the probation period and shall begin as of the most recent date hired.

C. DEPARTMENT SENIORITY

1. The employee's seniority shall accumulate continuously from the end of the probationary period until terminated by reduction in force or layoff.
2. When two (2) or more people are hired and report for work on the same day, their seniority shall be determined by drawing lots in the presence of the employer's representative and a Union officer. A record will be made of the procedure and signed by all parties present with a copy sent to the Union.
3. Seniority is defined as the length of an employee's continuous employment within the engineering department.
4. For purposes of vacations and sick leave days, an employee's seniority shall be computed utilizing the start date in the engineering department.

D. PROMOTIONS, DEMOTIONS AND VACANCIES

1. When a vacancy occurs, and administration determines that it will be filled, a notice will be posted on the Local #399 Bulletin Board and a copy of the notice shall be sent to the attention of the Business Agent of the Union describing the position and advising that applications will be accepted from employees within the bargaining unit. Preference will be given to current employees in the engineering department. This notice will specify the final date and hour for receipt of applications. A minimum notice of five (5) working days (ten [10] if employees are on vacation or leave of absence) shall be allowed following written notice to such employees.

When a vacancy cannot be filled by applicants from within the bargaining unit, the School District may interview and hire applicants from outside the bargaining unit.

Trainees can be hired to fill vacancies that were not filled by experienced applicants or within the bargaining unit. Trainees will be required to take a minimum of three (3) job related classes or seminars per year at the Union Hall. These classes will be paid for by the District. If an employee decides to take classes outside the Union hall, the cost of said class will be paid by the individual.

2. Promotions shall be based on the ability to perform the work, with senior employees being given first consideration provided the ability of the applicants is relatively equal.
3. An employee promoted to a new position shall have a trial period of thirty (30) working days. During this time, if the employee is not retained in the new position or decides not to accept the promotion, the employee shall be reinstated in the former position without loss of seniority. The employee may not request another promotion to this same position.

E. LAYOFF AND REHIRE

1. When a reduction in the working force is necessary, employees shall be laid off in accordance with seniority; i.e., the employee with the least seniority shall be laid off first, etc. In the selection of employees for layoff, the School District shall retain those employees with the greatest seniority provided they are properly qualified and able to perform the available work.

2. Whenever an employee is to be laid off, the School District shall notify the employee and Business Representative at least ten (10) days in advance of such layoff, unless such notice is not practicable.

3. Laid off employees shall be rehired in accordance with seniority; i.e., the employee with the greatest seniority shall be rehired first, provided they have the ability and are able to perform the duties of the job that is open. When rehiring laid off employees, the School District will notify them by certified mail at the last known address. If such employees do not notify the School District within ten (10) days from the mailing date of such notice that they will report for work on the date specified, or give satisfactory reasons for delay beyond such time, they shall be considered as having quit and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the School District may call the next employee in line and he shall be given a minimum of five (5) days work, after which the proper person may come in to work.

F. TEMPORARY VACANCIES AND TRANSFERS

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, transferred or when it is a newly created job. All other vacancies shall be considered temporary.

2. A temporary job which has been temporarily filled shall be considered a temporary vacancy for a period of ninety (90) calendar days, and may be extended beyond ninety (90) calendar days by mutual agreement. When no longer considered a temporary vacancy, it will be advertised and filled as per Paragraph "D".

3. Employees temporarily assigned or transferred to a lower paying job shall receive their regular rate of pay.

4. Employees temporarily assigned or transferred to a higher paying job shall receive the rate of the higher paying job for the hours of work on the higher paying job.

G. LONGEVITY PAY

All bargaining unit employees will be eligible for longevity pay as outlined in the chart below through retirement.

5 years	\$.15 per hour
10 years	\$.25 per hour
15 years	\$.40 per hour
20 years	\$.58 per hour
25 years	\$.73 per hour
30 years	\$.88 per hour

ARTICLE V - GRIEVANCES -

A. DEFINITION

A grievance is defined as any controversy between the parties hereto, or between the School District and any employee covered by this Agreement which relates to the interpretation or violation of any provision of this Agreement.

B. Local 399 shall have the right to have a representative present at all formal grievance meetings. For the purposes of representation in negotiations in the grievance procedure, the District recognizes the Union Business Representative (Local 399).

Every affected engineer or Local 399 shall have the right to present grievances in accordance with these procedures. Every engineer has the right to be represented by a Local 399 representative at all steps of the grievance procedure.

The failure of an engineer or Local 399 (or in the event of an appeal to arbitration, Local 399 only) to act on any grievance within the prescribed time will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits, however, may be extended by mutual agreement.

As used herein, "days" shall mean regular employment days when the District business office is open.

C. PROCEDURE

1. STEP ONE

Any employee with a complaint should discuss this complaint with his immediate supervisor. The grievant must grieve within ten (10) days from the date of knowledge of the event giving rise to the grievance.

2. STEP TWO

If Step One does not affect a settlement within five (5) working days from the meeting between the employee and the immediate supervisor, then the grievance shall be in writing by the employee and a copy given to the Director of Operations and the Union Business Representative. They shall all meet within five (5) working days and try to resolve the matter. The Director of Operations shall answer the grievance within five (5) working days of this meeting unless extended by mutual agreement.

3. STEP THREE

If the complaint is not resolved in Step Two, the Union may present the complaint to the Director of Operations, or his delegated representative, and the Union Business Representative. The Director of Operations or his representative and the Union Business Representative or his designee, must meet within fifteen (15) days at a mutually designated time and location. As soon as possible, but within fifteen (15) days after the conclusion of this meeting, the Director of Operations or his delegated representative shall notify the Union of the School District's decision or position with

respect to the grievance. Failure to do so will constitute acceptance of the grievant's position. Time limits may be extended by mutual consent of both parties.

4. STEP FOUR

If the complaint is not resolved in Step Three, the Union may refer the complaint to arbitration within twenty (20) days after receiving the decision at Step Three. The parties shall attempt to agree upon an arbitrator within five (5) days after receipt of notice of referral of the grievance to arbitration. In the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) Academy of Arbitrators. Both the Union and the Board shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator and he shall be notified of the selection by a letter from the parties requesting that a time and place be set for the hearing, subject to the availability of the parties' representatives. More than one (1) grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The decision shall be based solely upon his interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented. Subject to the provisions of this paragraph, the decision of the arbitrator shall be final and binding.

All fees and expenses of the arbitrator shall be divided equally between the Board and the Union -- provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

D. In all steps of the grievance procedure described above, either the School District or the Union shall have the right to specify that the aggrieved employee, or his immediate supervisor (or both), be called in to discuss the details of the grievance in the presence of the proper representatives of both the School District and the Union.

E. If either party, as such, files a grievance, it shall be introduced in Step Three of the Grievance Procedure.

F. Whenever an employee finds it necessary to leave his regular work for the purpose of executing any phase of the grievance, he shall notify his immediate supervisor, but shall not leave until a substitute worker is provided, if necessary. The immediate supervisor shall act to secure a replacement as quickly as possible.

G. Permission shall be granted to the Business Representative of the Union to enter the schools for the purpose of representation upon notification to the Director of Operations.

H. During the terms of this Agreement, neither the Union nor any of its officers, agents, or employees covered by this Agreement will instigate, promote, sponsor, or engage in a strike of any kind, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the District, regardless of the reason for so doing.

I. DISCIPLINARY ACTION

The District has the right to take appropriate disciplinary action against any employee to resolve undesirable incidents or behavior(s). It shall normally be done in a manner which will not embarrass the employee before other employees or the public and shall be done in a timely fashion. The director and/or supervisor, in conjunction with Human Resources, when necessary, will determine appropriate disciplinary action(s). Actions may range from verbal warnings to immediate dismissal from employment. In the case of immediate dismissals, all relevant facts will be carefully reviewed and the employee will be given an opportunity to explain the situation before a final decision is reached.

VERBAL WARNINGS

A verbal warning will be issued directly to the employee with documentation of the warning included in her/his personnel file.

WRITTEN WARNINGS

Written warnings are given after repeated violation(s) of District policies or procedures and/or after failure to correct unsatisfactory behavior or improve performance to meet District standards in accordance with prior warnings. Written warnings will include the reasons for the supervisor's dissatisfaction and any supporting documentation. Copies of written warnings and employee rebuttals will be included in the employee's personnel file.

SUSPENSION

Continued repeated violations of District policies or procedures and/or after failure to correct unsatisfactory behavior could result in suspension without pay.

TERMINATION/DISMISSAL

If performance and/or behavior is deemed to be unsatisfactory and satisfactory change does not occur, the District may discharge the employee from employment. Some incidents may result in immediate dismissal depending upon the severity of the offense. Employees can be discharged from employment at any time due to serious and/or repeat infractions of policy and/or procedure.

Please note that the severity of the offense will determine which steps will be taken and when such steps will be taken.

REMEDATION

PERFORMANCE DEFICIENCIES

It is usually most desirable to solve performance problems through free and informal communications. If problems persist or are sufficiently serious that dismissal will be considered if they are not resolved, then a formal remediation process shall be invoked by a supervisor to address performance deficiencies of a non-probationary, support staff employee. The following principles will apply to the remediation process:

- The remediation process does not apply if an employee is not meeting District standards of conduct or if the employee is not complying with District rules and regulations. Nothing contained in this remediation section impacts the Board's right to discipline or discharge an employee for just

cause or to demote, transfer or dismiss an employee for cause whether or not the remediation process has been utilized.

- The parties shall make a good faith effort to comply substantially with remediation procedures in order to respect the rights of individual employees and management. If the outcome of a remediation process is grieved, failure to comply with timelines and technical procedures may be considered a factor in determining whether action was taken for cause.
- The parties may extend timelines or modify procedures by mutual agreement in order to facilitate fairness and effective and efficient action.
- The employee is entitled to have Union representation at any step in the remediation process.
- Remediation may be instituted as the result of a "need improvement" evaluation rating or if there is evidence of poor performance during an evaluation cycle. Two (2) consecutive "needs improvement" evaluation ratings is grounds for dismissal.

REMEDATION PROCEDURES

1. Human Resources or the department supervisor will provide written notice to the employee of the time, place, and reason for the initial remediation meeting at least one (1) day in advance of such meeting. Copies of the notice will be provided to the union representative and a copy will be placed in the employee's file.
2. At the initial meeting, the supervisor will inform the employee of the nature of the performance deficiencies and the actions necessary to correct them.
3. Within five (5) workdays after the initial meeting, the supervisor will prepare a written memorandum summarizing the performance deficiencies and the course of action required to correct them. The memo will include the tentative date for the follow-up meeting. A copy of this summary will be provided to the employee who will acknowledge receipt of the document with his/her signature. A signed copy will be provided to the Assistant Superintendent of Human Resources.
4. The remediation process is 90 calendar days. The remediation process can be extended by mutual agreement. After thirty (30) days, a memorandum from the employee's supervisor will be provided, with the intent of giving the employee feedback about their progress through the remediation process. No meeting will be required. After sixty (60) days, a meeting will be scheduled to address these issues and a memorandum will follow the meeting.
5. After ninety (90) days at the final evaluation meeting, the supervisor shall inform the employee whether or not performance has been satisfactory. If performance has not improved satisfactorily, dismissal shall be considered.

6. Although it is expected that an employee will make reasonable efforts to improve and will receive the full remediation period to do so, if an employee does not make reasonable efforts to improve or demonstrates substantial misconduct or other substantial deficiencies, the remediation period may be terminated early. It is expected that both the employee and the supervisor will make reasonable efforts to communicate with each other throughout the remediation process regarding the employee's progress and expectations thereof.

If remediation is successfully completed and the employee exhibits the same deficiencies within two (2) calendar years of the completion of the remediation process, no further remediation will be required and dismissal will be recommended without the need for further remediation

ARTICLE VI - ABSENCES AND LEAVES -

A. EMERGENCY ABSENCE

Employees required to be absent because of an emergency illness or death of a member of the immediate family may draw their regular wages not to exceed four (4) days at any one time. The absence shall be deducted from sick leave allowance.

The term "immediate family" shall be defined to include employee's father, father-in-law, mother, mother-in-law, brother, half-brother, stepson, stepdaughter, sister, half-sister, spouse, son, son-in-law, daughter, daughter-in-law, grandparents, and grandchildren.

B. PERSONAL SICK LEAVE

Up to twelve (12) days sick leave will be granted annually.

C. MILITARY LEAVE

Employees required to enter the military service shall be granted leaves of absence.

D. PERSONAL DAYS

Three (3) days of personal leave per year may be granted by applying to the Department Head in writing in sufficient time for adequate coverage. Exceptions to this policy are limited to instances of emergency at school or when the requested day of personal leave is contiguous with a school non-attendance, in which instances personal leave may be granted only upon the approval of the Director of Operations and/or his designee.

E. EXTENDED SICK LEAVE

All bargaining unit employees shall receive an extended sick bank of fifty (50) days after completion of one (1) year of continuous employment. An additional five (5) days will be added to the extended sick bank each year thereafter.

ARTICLE VII - NON-ATTENDANCE DAYS -

A. Non-Attendance days as defined herein shall be as follows:

2023-2024 School Year

1.	Independence Day	July 4, 2023
2.	Labor Day	September 4, 2023
3.	Non-attendance Day	September 25, 2023
4.	Veteran's Day	November 10, 2023
5.	Thanksgiving Day	November 23, 2023
6.	Day after Thanksgiving	November 24, 2023
7.	Christmas Day	December 25, 2023
8.	Day after Christmas	December 26, 2023
9.	New Year's Day	January 1, 2024
10.	Day after New Year's	January 2, 2024
11.	Martin Luther King Day	January 15, 2024
12.	President's Day	February 19, 2024
13.	Non-attendance Day	March 29, 2024
14.	Memorial Day	May 27, 2024
15.	Juneteenth	June 19, 2024

2024-2025 School Year (TBD June 2024)

2025-2026 School Year (TBD June 2025)

2026-2027 School Year (TBD June 2026)

2027-2028 School Year (TBD June 2027)

B. Employees working on the day of one of the above non-attendance days shall be paid at the rate of two and one-half (2-1/2) times their regular rate of pay.

C. An employee called to work on a Non-Attendance day shall receive a minimum of four (4) hours at Non-Attendance rate.

D. If a Non-Attendance day listed above falls on an employee's regularly scheduled day off, he shall receive one (1) day's pay at regular time.

E. In order to be eligible to receive non-attendance day pay for the foregoing non-attendance days, the employee must work his/her last scheduled work day prior to the non-attendance day and his/her first full scheduled work day after the non-attendance day, unless he/she has obtained a pre-approved vacation day or floating non-attendance day.

F. In lieu of President's Day employees shall be granted a floating non-attendance day. A floating non-attendance day may be granted by applying to the Department Head in writing in sufficient time for adequate coverage. Floating non-attendance day must be taken during the year earned and cannot be carried over to the following year. Any exceptions must be approved by the Director of Operations.

ARTICLE VIII - VACATIONS -

All employees shall be under the same vacation policy as outlined below:

A. Vacation days desired shall be posted on July 1st of each year. Senior employees shall have preference for choice of vacation dates through May 15th of each year. The time chosen will become official when approved by the Director of Operations.

B. The number of vacation days granted to an employee is determined by years of service, as follows: Employee's with over twenty years (20) of service will receive twenty-five (25) vacation days. All new hires will earn a maximum of twenty (20) days of vacation according to the chart below

YEARS OF SERVICE

NUMBER OF VACATION DAYS

Less than one (1) year	See Paragraph "E" below
One-to-five (1-5) years	Ten (10) working days
Six-to-ten (6-10) years	Fifteen (15) working days
Eleven-to-twenty (11-20) years	Twenty (20) working days
Over twenty (20) years (grandfathered employees)	Twenty-five (25) working days

C. Vacations must be taken during the year earned and cannot be carried over to the following year. Any exceptions must be approved by the Director of Operations.

D. During the first year of employment, one (1) day of vacation will be earned for employment beginning any time during July, August, or September. Thereafter, one (1) day of vacation will be earned for each month of service, computed to the closest half month. See following page for schedule.

E. HIRE DATE

ANNUAL VACATION

July, August, September	Ten (10) days
October	Nine (9) days
November	Eight (8) days
December	Seven (7) days
January	Six (6) days
February	Five (5) days
March	Four (4) days
April	Three (3) days
May	Two (2) days
June	One (1) day

ARTICLE IX - HOURS -

A. The normal work week shall be from 12:01 AM Sunday until 12:00 midnight on the following Saturday. The normally scheduled work week shall be forty (40) hours consisting of five (5) continuous eight (8) hour days from Monday through Friday inclusive. The School District shall reserve the right to change the work week from Monday through Friday to Tuesday through Saturday or Wednesday through Sunday, and vice versa, with a 14 calendar day written notice. This forty (40) hour work week shall not be construed as a guaranteed work week. The School District shall encourage the equitable distribution of overtime among all employees who regularly perform such work.

B. For the purposes of computing overtime, eight (8) hours work shall constitute a day's work. All time worked over forty (40) hours in any workweek shall be paid at time and one-half (1.5). For purposes in this section, "time worked" will be defined as time actually worked, as well as vacation time, jury duty, funeral leave, Non-Attendance days but does not include sick days, compensation time, and personal days.

C. Employees reporting for work on their regular shift without having been properly notified that there will be no work shall receive a minimum of one-half (1/2) a normal day's pay at their regular rate. This does not apply to employees trading shifts for their own convenience. Notice of closing of school(s) under standard announcement procedures shall be deemed proper notice. Radio announcement is the standard procedure.

D. If an employee is required to report to duty outside his regular assignment, and the employee is properly outside of school grounds at the time of the call-back, the employee shall be paid no less than four (4) hours for such duty, provided this section shall not be applicable if such duty is immediately prior to or after the employee's regular assignment.

E. The Board will undertake to have a statement issued by the Superintendent to all appropriate personnel advising them that all scheduling of irregular events should be in writing and should take cognizance of heating and air conditioning requirements.

F. The lead engineer shall carry a district provided cell phone during off hours and will receive \$250 flat monthly compensation for this. If an emergency arises, lead(s) would be called and expected to resolve the issue by phone (answer questions) or would be expected to be the primary person to report for the emergency. If, under extenuating circumstances, the lead (if there is a priority of lead 1 vs lead 2) cannot come in, it is the responsibility of the lead to contact an alternate employee who can come in for the emergency.

G. In order to effectively deal with emergencies such as a fire, flood, mechanical failure, etc., every Friday, an on-call engineer roster shall be established for the next 30 days. Supervisors shall use only volunteers for the on-call roster unless this is not possible.

In the event there are no volunteers, mandatory on-call rotation, according to seniority, with the least senior engineer being on-call first, shall be established. The opportunity to be placed on the on-call roster will be distributed as equally as practicable among employees who indicate a desire to be placed on the on-call roster. On-call roster requests shall be posted in advance, except in cases of emergency, so that employees desiring to be on the on-call roster can be given an opportunity to indicate their preference(s).

For purposes of this section, emergency on-call roster requirement shall be defined as: the inability of the designated on-call engineer to fulfill his/her obligation as a result of a medical or family emergency; and the on-call roster could not reasonably have been scheduled at least eight hours in advance. Preference to be placed on the on-call list will be given to the employee or employees who are highest on the on-call rotation list. An offered on-call opportunity not taken will be considered as accepted for the purpose of determining future eligibility for on-call roster consideration. If any employee who has expressed a desire to be on the on-call roster establishes that he has not received his fair share of on-call opportunities, such employee shall have first preference to future weekly on-call consideration until a reasonable balance is recreated. At the beginning of each week the on-call roster shall be updated and posted. Each week starting at 4 pm on Friday an engineer will assume the on-call obligation until 4 pm Friday of the next week.

Also, the Safety Department at ETHS should be notified of the change. In the event the on-call engineer has to come to the school to deal with an emergency call, Article IX, paragraph D, of this contract, shall apply in calculation of pay.

- H. The District reserves the right to have employees utilize a time clock or other appropriate technology to accurately track work hours, breaks and lunch.

ARTICLE X - WAGES -

- A. The base wage set for in this agreement shall be outlined in the chart below. For each fiscal year the rate will be effective July 1 through June 30.

Year	% Increase	Engineer Rate	Lead Engineer Rate
FY 2024	3.25%	\$49.55 / \$103,064.00	\$57.22 / \$119,017.60
FY 2025	3.50%	\$51.28 / \$106,662.40	\$59.22 / \$123,177.60
FY 2026	3.50%	\$53.07 / \$110,385.60	\$61.29 / \$127,483.20
FY 2027	3.75%	\$55.06 / \$114,528.40	\$63.59 / \$132,267.20
FY 2028	3.75%	\$57.12 / \$118,809.60	\$65.97 / \$137,217.60

B. Trainee Wages

A - 1st year	\$18.25
B - 2nd year	\$19.00
C - 3rd year	\$19.75
D - 4th year	\$21.00

H. BOOT/SHOE ALLOWANCE

Each Bargaining Unit Employee will receive a \$200 boot/shoe allowance for each year during the term of this contract. Reimbursement requests/receipts must be received by April 1st of the fiscal year or no reimbursement. Receipts received after April 1st will not be processed.

**-ARTICLE XI-
- OTHER CONDITIONS OF EMPLOYMENT -**

A. The School District shall provide for a clearly designated area of bulletin board on existing bulletin boards in each department. The use of this space is restricted to non-controversial matters such as notices of meetings or announcements concerning Union activities.

B. Employees who are elected to a political office in the municipal, county, state or federal government or are appointed to public office, will be granted a leave of absence, without pay and without loss of seniority, but will not accumulate seniority. However, such leave must be renewed by notification to the School District at the conclusion of each term of office and prior to commencing another term of office.

C. Supervisors who are directly supervising the work of members of this bargaining unit shall not perform work which would directly result in a member of the bargaining unit not being able to perform his scheduled duties and thereby losing income.

D. Warnings of unsatisfactory work shall be in writing, with a copy to the employee and Union Chairperson.

E. Employees covered by this Agreement shall be required to attend Union School unless this attendance is impossible because of the shift they are required to work. Local 399's Educational Training Fund.

The District agrees to contribute as follows:

\$600 per year, per person for years 1 and 2 of this contract

\$750 per year, per person for years 3 and 4 of this contract

Actual cost of Union School (up to \$1,000 per person) for year five (5) of this contract

F. Employees in Local #399 who have completed five (5) years of employment at Evanston Township High School, shall receive payment of their wages for fifty percent (50%) of their accumulated sick leave upon retirement from Evanston Township High School. Retirement must be in accordance with all District 202 and State regulations. Eligible employees under this section shall have the option to receive this pay or retirement system credit in accordance with IMRF. Please refer to district policy for sick leave payout at retirement.

G. Favoritism and nepotism will not be tolerated as a supervisory practice.

H. Local 399 employees shall not be required to search for explosive devices.

I. Whenever masculine gender is used in this Agreement, it shall be deemed to include the feminine gender.

J. The Stationary Engineers License fee required by the City of Chicago shall be paid by School District 202 up to \$50 per year for those employees required to have this license or requested by the Director of Operations to have the license. Reimbursement requests/receipts must be received by April 1st of the fiscal year or no reimbursement. Receipts received after April 1st will not be processed.

ARTICLE XII INSURANCE

The Board shall provide the following benefits for all full-time employees. Employees employed less than full-time, but at least 50% shall receive the benefits on a pro rata basis.

A. TERM LIFE INSURANCE

Term life insurance equal to one times the annual contract salary rounded to the nearest five hundred dollars (\$500.00).

B. GROUP HOSPITALIZATION AND MAJOR MEDICAL COVERAGE

For the duration of this contract, the Board of Education will be responsible for paying the following percentages of health insurance premiums:

Plan	Employee	Employee + 1	Family
HMO	95%	80%	80%
PPO	85%	50%*	50%*

*The percentage of the PPO premium paid by the Board of Education will be 70% for employee + 1 and family if the employee's date of enrollment in the plan was prior to December 31, 2001. Parties to a civil union and domestic partners shall be treated the same as spouses with respect to eligibility for insurance coverage to the extent permitted by the insurance carrier and the IRS rules.

1. For those employees electing single health insurance, the Board shall pay 100% of the monthly premium for single dental coverage. Those employees electing "employee+1" or "family" health insurance coverage will pay 100% of the premium for any dental coverage. The Board does not contribute toward this premium.
2. An employee may elect not to participate in these health insurance plans If an employee waives in writing coverage under any of the group hospitalization and major medical insurance plans/programs offered by the Board, the employee shall be paid \$1,500 per school year (pro rata if less than a year).
3. The above provisions relative to life insurance and group hospitalization and major medical coverage shall be applicable through December 31st of each plan year.

C. FLEXIBLE SPENDING ACCOUNT (FSA)

To the extent permissible by law, the District shall establish and maintain a comprehensive Flexible Spending Account plan that enables employees to make salary reduction contributions on a pre-tax basis for benefits such as:

1. Reimbursement for medical, dental and other health-related expenses to the extent not covered by insurance and incurred by the employee, the employee's spouse and/or the employee's

dependents for this purpose, pre-tax dollars may not be used for expenses of any dependent who does not meet the IRS definition of a qualified dependent.

2. Reimbursement for qualified dependent care assistance (including both child care and elder care).

3. The election of benefits will be made during the enrollment period established by the Human Resources Department and shall be irrevocable for the balance of the calendar year. However changes in the type of membership in the insurance program are permitted in accordance with the regulations of the group plan (i.e., for a qualifying change in status).

4. Employees who are employed for less than full-time but at least 50% of the time shall receive these benefits prorated.

D. LIABILITY INSURANCE

The District shall insure against any loss or liability for employees by reason of death or bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under direction of the Board of Education.

E. CHANGE IN INSURING COMPANIES

Any change in the insuring companies or changes in coverage as negotiated by Teachers' Council shall be part of this contract and notice given to the Union within a week of the final passage by the Board. The parties agree that the health insurance from the Teachers' Council contract will be applicable and become part of this Agreement upon ratification.

F. INSURANCE COMMITTEE

The Union will have representation on the District Insurance Committee.

G. WORKER'S COMPENSATION

All school employees are protected under the Worker's Compensation Act in cases of injury or death incurred in line with the usual duties required of the school employee, as provided in his/her contract or other condition of employment.

If an employee, through no negligence of his/her own, suffers an accident or illness resulting from his/her assigned duties in school or in extracurricular activities under the direction of the Board of Education, the Board shall recompense the employee the difference between the amount paid by Worker's Compensation (66 & 2/3) and the amount of full compensation during the first thirty (30) calendar days, and no sick leave shall be charged. On the thirty-first (31st) calendar day and each day thereafter, compensation received will equal 66 & 2/3 of the employee's base salary. No benefit days may be used in conjunction with worker compensation payments.

H. INSURANCE FOR EMPLOYEES ON LEAVE

Insurance for employees on unpaid leave of absence will terminate at the end of the calendar month in which the leave commences.

If permitted by the insurance carrier, the employee on leave of absence may continue such insurance in full force and effect by the timely advance payment of all premiums to the Human Resources Office. In such event, the Board shall reinstate all benefits hereunder upon the resumption of employment, or upon July 1st of the calendar year in which leave terminates, whichever shall first occur, provided notice of intention to return to employment has been given as provided in Article VIII of the agreement between District 202 Board of Education and the Teachers' Union.

If the employee on leave has not continued such insurance during the period of the leave, the Board shall reinstate all benefits hereunder upon the resumption of employment, or as provided in the preceding subparagraph, or as soon as the insurance carrier shall permit, whichever shall first occur.

S. ANNUITIES

Full-time employees of the School District may purchase tax sheltered annuities. The Chief Financial Officer shall withhold and deposit funds in the amount and with a company selected by the employee. Additional companies may be proposed in July of each year.

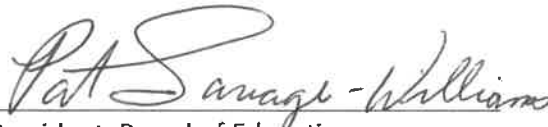
ARTICLE XII
- DURATION AND RENEWAL -

This Agreement, except as otherwise noted, shall be effective upon the date of execution, for the 2023-2028 school year(s). Employees covered by this Agreement who are employed on the date this Agreement is ratified by both parties, and shall remain in effect through June 30, 2028.

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signature at Evanston, Illinois, this 7th day of June, 2023.

BOARD OF EDUCATION, DISTRICT 202
COOK COUNTY, ILLINOIS

INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL #399

By: 
President, Board of Education

By: 
President and Business Manager

By: 
District 202 Board Secretary

By: 
Recording Corresponding Secretary